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## **3000 PERSONNEL**

### **3100 MINISTRY OF TEACHING IN A CATHOLIC SCHOOL**

*"To you it is given to create the future and give it direction by offering to your students a set of values with which to assess their newly discovered knowledge. Few challenges are more exalting and rewarding than the instruction and guidance of young people. You are preparing for adulthood and Christian maturity, a generation who will build the church and the society of tomorrow."*Pope John Paul II Address to Catholic Educators

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### **3200 CONTRACTED/EXEMPT PERSONNEL**

#### **3210 RECRUITMENT AND SELECTION**

The Office of Catholic Education will assist local schools in recruiting teachers, but selection and hiring will be the responsibility of the principal, in consultation with the Pastor or Superintendent for Diocesan Administered Schools.

#### **3211 HIRING PREFERENCE FOR PRACTICING CAHOLICS**

To support the religious mission and purpose of Catholic schools and to build a strong Catholic culture on each campus, Catholic schools shall give preference in hiring to those individuals who are active and practicing Roman Catholics. These candidates give evidence of an understanding of the Catholic faith and have a commitment to the living of that faith.

All applicants for the position of school president or principal must be active and practicing Roman Catholics. There are no exceptions to this policy.

#### **3212 EMPLOYEE/APPLICANT NONDISCRIMINATION POLICY**

The Catholic schools of the Diocese of Fresno do not discriminate against any employee or applicant for employment on the basis of gender, age, disability, race, color, and national and/or ethnic origin. The school shall take care to provide equal in-service opportunities solely on the basis of professional need, to offer equal opportunities for promotion, and to establish a rate of pay that is based on criteria other than race, gender, marital status, age, disability, color, or national and/or ethnic origin. The Diocese of Fresno reserves the right to give a preference in hiring to "active and practicing" Roman Catholics.

The established due process procedure shall be accessible to employees or applicants who charge that they have been subjected to discrimination.

#### **3220 RELIGIOUS PERSONNEL**

Members of religious congregations are engaged according to either of two approved procedures upon receipt of a personnel file in the Office of Catholic Education.

- A. Community Contracts - Religious staff is assigned by the proper major superior under an agreement approved by the Bishop. No Pastor shall engage or dismiss a religious teaching community without the written consent of the Bishop of the Diocese.
- B. Individual Contracts - Where no "Community Agreement" is present, Pastors and principals may engage the services of a religious under an individual contract, provided that they: (a) file an Application Form with the Office of Catholic Education, (b) obtain written approval of the proper major superior, and (c) have the approval of the Bishop of the Diocese.

#### **3230 CONTRACTED LAY PERSONNEL**

Principals, in consultation with the Pastor, may hire lay personnel for part-time or full-time service only after the candidate has opened a personnel file in the Diocesan Office of Catholic Education.

#### **3240 PERSONNEL RECORDS**

Each school shall maintain confidential personnel files for all employees. Failure on the part of an applicant for employment or an employee to provide accurate information for inclusion in his/her personnel file shall be sufficient cause for non-selection or termination of employment.

### **3241 PERSONNEL DOCUMENTS RETAINED FOR CONTRACTED PERSONNEL**

As a condition of employment, the following contracted employee's personnel documents shall be retained by the school with these documents kept in the employee's personnel file unless indicated below:

- A. Pre-employment Documents:
  - 1. The employee's application, resume, reference letters, evaluation forms, and/or other application documents (not released to employee);
  - 2. I-9 "Employment Eligibility Verification" (school file);
  - 3. Proof of freedom from TB (renewed every 4 years – medical file);
  - 4. Written notification from the Diocesan Fingerprint Clerk that the applicant's fingerprints have been successfully processed and cleared (See policies 3720 and following – school or personnel file); and
  - 5. Signed Safe Environment "Code of Conduct" (school or personnel file);
- B. Employment Documents:
  - 1. Employment contracts, letters of assignment, or job offer;
  - 2. An annually signed copy of the "Employee Responsibility Form" regarding child abuse reporting, harassment, and school safety;
  - 3. Official copies of college transcripts, teaching credentials, notification of passing CBEST;
  - 4. Current Safe Environment training "Certificate of Completion" (due within 60 days of hire – school or personnel file);
  - 5. Performance evaluations conducted at the school;
  - 6. School generated letters of recommendation with accompanying "Release Authorization Form";
  - 7. Records of absences, tardiness, personal days, leaves, etc. (school or personnel file);
  - 8. Health, injury, worker compensation, and other medical information (medical file);
  - 9. Correspondence and records of a disciplinary nature; and
  - 10. Any other documents as determined by the school administrator.

### **3242 CONFIDENTIALITY OF EMPLOYEE INFORMATION**

The school respects the privacy of its employees and strives to ensure that confidential information on employees and former employees is not improperly released either within the school or to external sources.

### **3243 MEDICAL INFORMATION**

Medical information shall be maintained in a separate confidential personnel medical file. This file shall contain information pertaining to the medical or mental health status of the employee (e.g., TB skin test results, workers compensation files and reports, employee reports of illness, employee medically related Family Medical Leave requests, physician notes and reports, requests for employee medical leave, health and life insurance applications, disability insurance claims, requests for medical or mental health job accommodations, etc.).

### **3244 EMPLOYEE REVIEW OF PERSONNEL FILE**

Employees may review their personnel files provided that they arrange for an appointment with the Principal. All documents in the personnel file may be reviewed with the exception of references and original investigations. Employee personnel files and documents may not be removed from the school. Employees will be provided copies of personnel records upon written and signed request at the employee's expense.

### **3245 RELEASE OF CURRENT OR PAST EMPLOYEE INFORMATION**

Any calls, questions, or forms concerning confidential information on a current or past employee including reference or credit checks, unemployment claims, employment and salary histories, home addresses and phone numbers, the location of employees who are not at work, the employee's social security number, or any other confidential matters shall be referred to the school Pastor, principal, or Superintendent.

- A. Requests WITHOUT a diocesan "Release Authorization Form":  
Only dates of employment and job title may be released without the explicit, written authorization of the employee.
- B. Requests with a diocesan "Release Authorization Form": If the requesting party has provided the school or diocese with an employee signed written authorization using the diocesan "Release Authorization Form," additional written information may also be released. The purpose for the requested information and any limitations to the information to be released should be stated on the "Release Authorization Form." Unless medical records or files are specifically authorized on the diocesan form, they shall not be included in the files released. Care should be taken to give references based on documented items in an employee's file.

The Diocese of Fresno Education Corporation reserves the right to refuse to provide a current or past employee a letter of reference.

### **3246 CHANGE OF EMPLOYEE INFORMATION**

It is the responsibility of each employee to inform the Principal of any changes in employee information (e.g., name, address, telephone number, etc.).

### **3250 EMPLOYMENT QUALIFICATIONS**

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#### **3251 FAITH COMMITMENT**

The Employee agrees to witness support of Catholic Gospel values and tradition. The Employee also agrees to grow in their understanding of the Catholic faith and to obtain a "Basic Catechist Certificate" or "Certificate in the Catholic Faith" as set forth in the Administrative Handbook. The Employee has four years from the date of hire to obtain their Catechist Certification. Basic Certification must be renewed every four years.

#### **3252 FORMATION IN THE CATHOLIC FAITH**

Catholic schools exist to form students in the Catholic faith. To be able to effectively and convincingly accomplish this goal, it is essential that all full-time school and childcare program employees, even those employees who are members of another religious tradition, continue to grow in their understanding of the Catholic faith.

To realize this goal, the following criteria apply to different employment positions:

**For Teachers of Religion and School Presidents and Principals: The school administrator and all religion teachers must be a practicing Catholic in accordance with Canon 874 of the Code of Canon Law.**

1. For All Full-Time and Part-Time Teachers of Religion and School Presidents and Principals: They must obtain within four years of first hire a current Diocese of Fresno "Catechist Certificate." This "Catechist Certificate" will expire and must be kept current to retain employment eligibility.
2. For All Other Full-Time School Personnel: They must obtain within four years of first hire a Diocese of Fresno "Certificate in the Catholic Faith." This certificate does not expire.

#### **3253 FINGERPRINT CLEARANCE**

Before beginning work, all employees must obtain fingerprint clearance as required by policies 3720, 3721, and 3722.

#### **3254 SAFE ENVIRONMENT CODE OF CONDUCT**

Before beginning work, contracted employees must review and sign the Diocese of Fresno Safe Environment "Code of Conduct." Within 60 days of starting work, all employees must complete the two-hour Basic Safe Environment Training Course approved by the Diocese and obtain a "Certificate of Completion."

#### **3255 PROFESSIONAL QUALIFICATIONS FOR TEACHING PERSONNEL**

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Minimum Requirements: As a condition of employment, all Catholic school teacher applicants and current teachers are required to hold:

- A. A bachelor's degree in a field relevant to education,
- B. A signed copy on file at the school of the Safe Environment "Code of Conduct" (See policy 3254), and
- C. A clear criminal history record as determined by Diocese of Fresno (See policies 3720 and following).

There are no exceptions to these minimum requirements.

Additional Credential or MA Requirement: As a condition of employment, all Catholic school teacher applicants and current teachers are also required to hold a current California teaching credential or a master's degree in their teaching area or in Education if they wish to progress on the pay scale.

Exceptions to Credential or MA Requirement: On a case-by-case basis, the Superintendent of Catholic Schools may grant an exception to this requirement for teacher applicants or current teachers as follows:

- A. Credential Plan: A teacher applicant or a current teacher must submit for approval to the Superintendent of Catholic Schools one of the following Credential Plans that has been approved by the school's principal:

1. College/University Credential Plan: To obtain the Superintendent's approval of a College/University Credential Plan, the teacher applicant or current teacher must:
    - a. By the end of the first year of the approved Credential Plan, have been formally admitted to a state-approved credential program at an accredited college/university.
    - b. By the end of each of the second - fifth years of the approved Credential Plan, have successfully completed at least six semester units (or nine quarter units) annually.
    - c. Each year requires a positive performance evaluation from the teacher's principal for continued employment.
  2. SB 57 Credential Plan: To obtain the Superintendent's approval of a SB 57 Credential Plan, the teacher applicant or current teacher must:
    - a. By the end of the second year of an approved SB 57 Credential Plan, have successfully passed the following two courses from an accredited college or university: Developing English Language Skills and U.S. Constitution (either by taking the course or by exam).
    - b. By the end of the third year of an approved SB 57 Credential Plan, have successfully completed the state-required Subject Matter Competence by achieving a passing score on the appropriate "California Subject Examination for Teachers" (CSET) or an approved subject-matter competence program of study.
    - c. By the end of the fourth year of an approved SB 57 Credential Plan, have successfully passed the Reading Instruction Competence Assessment (RICA) if seeking a Multiple Subject Credential.
    - d. Each year requires a positive performance evaluation from the teacher's principal for continued employment.
  3. CalState TEACH Credential Plan: To obtain the Superintendent's approval of a CalState TEACH Credential Plan, the teacher applicant or current teacher must:
    - a. By the end of the first year of an approved CalState TEACH Credential Plan, have been formally admitted to the four-semester CalState TEACH program.
    - b. By the end of each of the second - third years of an approved CalState TEACH Credential Plan, have successfully completed at least two semesters annually.
    - c. By the end of the fourth year, have successfully complete the program which includes passing the appropriate CSET and, if applicable, RICA exams.
    - d. Each year requires a positive performance evaluation from the teacher's principal for continued employment.
  4. Reciprocity (Out-of-State) Credential Plan: A current out-of-state teaching credential will be considered equivalent to a current California credential. Before the out of state teaching credential expires, the teacher must obtain a California Teaching Credential or a Master's Degree in Education or in their relevant teaching field in order to advance on the pay scale.
- B. Master's Degree Plan: A teacher applicant or current teacher must submit for approval to the Superintendent of Catholic School a Master's Degree Plan for a degree in his/her teaching field or an MA in education that has been approved by the school's principal. To obtain the Superintendent's approval of an MA Degree Plan, the teacher must:
1. By the end of the first year of an approved MA Degree Plan, have been formally admitted to an MA degree program at an accredited college/university.
  2. By the end of each of the second - fifth years of the approved MA Degree Plan, have successfully completed at least six semester units (or nine quarter units) annually.
  3. Each year requires a positive performance evaluation from the teacher's principal for continued employment.

### **3255.1 DRESS CODE**

The attire of administrators, teachers and staff members in a Catholic school should be a sign of their professionalism. The conduct and appearance of Catholic school personnel demonstrate respect for their profession as well as respect for the students and themselves.

Male teachers and staff members should wear a dress shirt and dress trousers. Female teachers and staff members should wear an appropriate length dress, jumper, suit or skirt or dress trousers and top. Blouses and sweaters should not be low-cut or immodest. Dress footwear is to be worn.

Maintenance staff and Physical Education teachers should wear standard work clothes as defined by the principal.

Reasonable accommodation will be made by the principal for health reasons.

### **3256 HEALTH REQUIREMENT**

The Employee must submit an Adult Tuberculosis Risk Assessment Questionnaire and a Certificate of Completion within sixty (60) days of hire. This Questionnaire must be completed by a physician, physician assistant, nurse practitioner or a registered nurse. If determined by the licensed health care provider that a risk exists, that provider will administer a TB test. The Employee agrees to submit aforementioned paperwork at least once every four (4) years as required by State guidelines.

### **3260 TEACHER RESPONSIBILITIES**

All teachers receive their assignments from the principal. Their primary responsibility is the Christian formation and academic education of students. Fulfillment of this duty includes:

- A. Knowing, teaching, and acting consistently in accordance with the mission, philosophy, objectives, and policies of the school.
- B. Supporting the administration, faculty, staff, and students by mutual respect, cooperation, and good example.
- C. Performing teaching duties in a competent, professional, and Christian manner.
- D. Developing a sound instructional program to ensure for students an environment conducive to academic, social and moral growth.

Since the most critical factor in providing a quality Catholic education is a competent teacher fully cognizant of his/her responsibility, clarity is essential. Therefore the teacher shall:

- A. Teach in accordance with the diocesan curriculum design as implemented by the school;
- B. Maintain a controlled classroom environment appropriate for maximum student learning;
- C. Act responsibly with respect to children's and family and legal guardian's rights;
- D. Confer with the principal on all serious disciplinary problems;
- E. Confer with parents when necessary and/or appropriate;
- F. Assume responsibility for continued professional growth as required by diocesan regulations;
- G. Participate in religious formation opportunities;
- H. Communicate regularly with the principal and staff in the spirit of building faith community;
- I. Participate in faculty meetings;
- J. Cooperate with the principal in providing control and supervision in buildings and on school grounds;
- K. Be regularly available before and after school;
- L. Maintain accurate records and reports;
- M. Strive to promote an awareness and appreciation of varied ethnic backgrounds;
- N. Secure the principal's approval for all communications and/or correspondence sent from the school;
- O. Cooperate in school related meetings, activities, and projects; and
- P. Perform such other duties consistent with the work of a teacher as the principal may from time to time designate.

### **3261 REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT**

As a condition of employment, all school employees will comply with the suspected child abuse reporting laws of the state of California (see PGB and Section 11166 of the California Penal Code). Any school employee who has knowledge of or observes a child in his/her professional capacity (or within the scope of his/her employment) whom he/she knows or reasonably suspects has been the victim of child abuse or neglect shall report immediately (or as soon as practically possible) by telephone the known or suspected instance of child abuse or neglect to a child protective agency. The employee shall also prepare and send a written report on DOJ form SS-8572 to the child protective agency within thirty-six (36) hours of receiving the information concerning the incident (See policy 4710).

The employee shall report suspected child abuse or neglect to the school principal or delegate. If possible, the employee shall make the required telephone report with the principal and complete the mandatory written report with the principal.



All school employees shall annually sign the "Diocese of Fresno Annual Employee Responsibility Form" certifying that they understand their responsibility to report suspected child abuse or neglect and that they will comply with this policy.

### **3262 RELATIONAL ATTITUDES**

The effective Catholic school educator relates well with students, parents, and colleagues and works collaboratively with others in a variety of situations.

#### **3262.1 RELATIONSHIPS WITH STUDENTS AND FAMILIES**

##### General Guidelines

- A. All those employed by Catholic schools must recognize that while on campus or at any school-related event they are role models who are called to treat each student and family member with Christian respect and care. Faculty and staff members must maintain professional relationships with students and families both on and off the campus.
- B. Students should be viewed as the "restricted individuals," that is, they are not independent persons or adults, but need guidance from parents/guardians and other responsible adults in their decision-making. All involvements or interactions should be approached from this premise.
- C. Faculty and staff should never exploit their authority in their dealings with students. Caution, caring, and professional attitudes are to be observed in all interactions with students and family members.

##### Specific Guidelines

- A. Faculty/staff must not meet informally with a student outside of school without the knowledge and permission of the student's parent/guardian. Students are never allowed to go to a faculty/staff member's residence unless it is a student's family or school sponsored activity. Any school-sponsored activity at a faculty/staff member's home would require the permission of the parents, the presence of other adult chaperones, and the knowledge and permission of the school administration.
- B. The school administration should discourage the use of a faculty or staff member's personal vehicle to transport students. Driving students by a faculty/staff member is prohibited unless it is to or from a school-sponsored activity, which requires parental permission slips that indicate that a faculty/staff member is providing transportation.
- C. All school-sponsored student trips should have a sufficient number of adult chaperones to preclude the appearance of inappropriate personal involvement with students.
- D. Faculty/staff should avoid being alone with one or even a few students in a room where the door is closed or where visibility from outside the room is limited. Faculty/staff should only engage in playing games or sports activities with students in the presence of others and in a place accessible/visible to others.
- E. Faculty/staff members must respect the physical boundaries of their students. Faculty/staff must never put their hands on students in a manner that a reasonable person could interpret as inappropriate. School employees must avoid tickling, wrestling, poking, punching, spanking, or allowing a student to sit in his/her lap. Students must never be touched in anger, nor should they be touched in any way that could be construed as inappropriately affectionate.
- F. A faculty or staff member must never date a student. A breach of this code will result in immediate dismissal.
- G. Faculty and staff members must always consider the risk in discussing personal matters with students. If they believe that a student is in some kind of trouble, they should refer the student to a school counselor or administrator.
- H. Discussions of a romantic or sexual topic must only take place in an appropriate educational context. Faculty and staff members should never discuss their own romantic/sexual activities with students. Topics or vocabulary that could not comfortably be used in the presence of parents or the school principal should not be employed with students. Sexual jokes, slang, or innuendos, and comments about a student's body must be avoided when interacting with students.
- I. Unless approved by the school principal, the consumption of alcoholic beverages should be avoided in the presence of students at all school events. Alcohol should never be used irresponsibly prior to attending school events.

#### **3262.2 STANDARDS FOR ELECTRONIC CONTACT WITH STUDENTS**

To remain competitive, provide better service to the faithful, and give our workforce the best tools to do their jobs, the Catholic schools will use various means of communication and technology. Our employees have access to one or more forms of electronic media and services, including computers, e-mail, telephones, voice

mail, facsimile machines, external electronic bulletin boards, wire services, on-line services, the Internet and the World Wide Web. Social media can take many different forms, including internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing, and voice over IP, to name just a few. Examples of social media applications are LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Yelp, Flickr, Second Life, Yahoo groups, Wordpress, ZoomInfo – and others. The Catholic schools encourage the use of this media to make communication more efficient and effective and to serve as a valuable source of information for our priests, religious, deacons and lay persons, and operations.

Electronic media and services provided by the Catholic schools are considered the Catholic school's property and their purpose is to facilitate and support the school. The following procedures apply to all electronic media and services that are:

- Accessed on or from Catholic schools property;
- Accessed using Catholic schools computer equipment or via Catholic schools' paid access methods;
- Used in a manner that identifies the individual with the Catholic Schools;
- Used to build or maintain positive professional relations with priests, parishes, parishioners, schools, volunteers, employees and visitors.

### Social Networking

- The Catholic schools believe social networking is a very valuable tool and continue to advocate the responsible involvement of all school's employees and volunteers in this space. While we encourage this online collaboration, we would like to provide you with a policy and set of guidelines for appropriate online conduct and to avoid the misuse of this communication medium.
- Do not post any financial, confidential, sensitive or proprietary information about Catholic schools or any of our, students, volunteers, employees, clients and candidates.
- Speak respectfully about our current, former and potential customers, partners, students, volunteers, employees, clients. Do not engage in name-calling or behavior that will reflect negatively on your or the Catholic school's reputation. The same guidelines hold true for school vendors and business partners.
- Beware of comments that could reflect poorly on you and the Catholic schools. Social media sites are not the forum for venting personal complaints about supervisors, students, co-workers, or the Catholic schools. As a Catholic school's employee, be aware that you are responsible for the content you post and that information remains in cyberspace forever.
- Use privacy settings when appropriate. Remember, the internet is immediate and nothing posted is ever truly private nor does it expire.
- If you see unfavorable opinions, negative comments or criticism about yourself or Catholic schools, do not try to have the post removed or send a written reply that will escalate the situation. Forward this information to the principal or the designee.
- If you are posting to personal networking sites and are speaking about job related content or about Catholic schools, identify yourself as a Catholic school's employee and use a disclaimer and make it clear that these views are not reflective of the views of Catholic schools. "The opinions expressed on this site are my own and do not necessarily represent the views of Catholic schools."
- Many sites like Facebook and Twitter blur the lines between work related and personal. Keep this in mind and make sure to have a balance of information that shows both your professional and personal sides. And always balance negative with positive comments. We do not allow you to use your personal Facebook to communicate with any students, customers, vendors, etc.
- Be respectful of others. Think of what you say online in the same way as statements you might make to the media, or emails you might send to people you don't know. Stick to the facts, try to give accurate information and correct mistakes right away.
- Do not post obscenities, slurs or personal attacks that can damage both your reputation as well as the reputation of the Catholic schools.
- When posting to social media sites, be knowledgeable, interesting, honest and add value. The Catholic schools outstanding reputation is a direct result of our employees and their commitment to uphold our core values of Integrity, Faith, Dedication, and Excellence.
- Do not infringe on copyrights or trademarks. Do not use images without permission and remember to cite where you saw information if it's not your own thoughts.

- Be aware that you are not anonymous when you make online comments. Information on your networking profiles is published in a very public place. Even if you post anonymously or under a pseudonym, your identity can still be revealed.
- If contacted by the media, on a school related matter, refer them to the principal.
- If an employee violates the social networking procedures/policies this can lead to disciplinary action up to and including termination.
- **TEACHERS SHALL NOT BEFRIEND STUDENTS TO WHOM THEY ARE NOT RELATED.**

### **ELECTONIC USE - POLICY VIOLATION**

Abuse of the Catholic schools' facilitated access to electronic media or services or social networking could result in the risk of having the privilege removed for themselves and other employees and corrective action, up to and including termination. This also includes employees who witness this abuse of electronic media and services or are formally or informally informed of such use.

Anyone who knowingly violates this policy is subject to disciplinary action up to and including discharge.

### **ELECTRONIC COMMUNICATION**

#### 1. School Use

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication for personal or professional use that is:

- Discriminatory or Harassing
- Derogatory to any individual or group
- Obscene or pornographic
- Defamatory or Threatening
- Engaged in for any purpose that is illegal or contrary to Catholic schools' mission or the faith and moral teachings of the Roman Catholic Church.

#### 2. Personal Use

Electronic media and services are provided by the Catholic Schools primarily for employee's business use. Limited, occasional, and incidental use of electronic media (sending or receiving), is permitted on the employee's own time, unless it interferes with the expected productivity of the workday and or creates disruption to fellow employees.

The sending, receiving or forwarding of inappropriate or non-business related materials, emails or voice messages is to be avoided. Such conduct may result in the suspension of access to the medium and, or, disciplinary action up to an including termination.

#### 3. Access to Employee Communications

The Catholic schools do not routinely access or monitor employee communications directly. However, individual use patterns for example, telephone numbers dialed, sites accessed, call length and time are monitored for the following purposes:

- Cost analysis
- Resource allocation
- Optimum technical management of information resources, and
- Detecting patterns of use that indicate employees are violating policies or engaging in illegal activities.

The Catholic schools reserve the right, at its discretion to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, the policy, and other policies. You should be aware that you have no right of privacy in any posted though school communication or website.

Electronic communications should not be assumed to be completely private. **If sensitive data needs to be transmitted, alternative means should be selected. All data should follow federal and state rules on encryption, especially when sharing information that could be used for purposes other than what was originally intended.**

The Catholic schools will follow all federal and state guidelines when monitoring electronic communications.

#### 4. Security/Appropriate Use

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by Catholic schools' management, employees are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other employees or third parties;
- Hacking or obtaining access to systems or accounts without appropriate authorization;
- Unauthorized use of log-in codes or passwords, other than their own; and
- Breaching, testing or monitoring computer or network security measures.

No e-mail or other electronic communications can be sent that attempts to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of others to access and use the system. Any employee that obtains electronic access to other companies' or individuals' materials, must respect all copyrights and cannot copy, retrieve, modify, or forward copyrighted materials, except as permitted by the copyright owner. Network-connected systems must employ hardware and software controls approved by the Catholic schools principal and/or pastor that prevent unauthorized access including a screen blanker triggered by a certain period of no keyboard activity. A password should be established for protection of all data and usage.

#### 5. Participation in On-line Forums

Messages or information sent on the Catholic schools' provided facilities to one or more individuals via an electronic network, (i.e. Internet mailing lists, bulletin boards, and on-line services) are statements identifiable and attributable to the Catholic Schools.

Although it is recognized that participation in such forums might be important to job function, discretion should be used to determine the appropriateness of the communication within the guidelines of the position.

Employees should be aware that even the use of a disclaimer, does not insulate the Catholic schools from the comments and opinions that may be contributed to forums. Instead, communications should be limited to matters of fact and avoid expressing opinions while using the Catholic schools' systems or Catholic schools' paid account. These communications should not reveal information about the Catholic schools' processes, techniques, or confidential information.

### **3269 Fidelity to the Church**

*"The Catholic school's effectiveness as a community of faith and a center for evangelization and catechesis depends to a large extent on its teachers of religion. Who they are, what they say, and what they do should be integrated harmoniously if they are to be genuine educators in the faith. The role of the religion teacher is of first importance." (Lay Catholics in Schools: Witnesses to Faith, 59).*

Since members of the faculty and staff represent the school and its mission and philosophy, they are not to express their dissent or objections to Catholic teaching with students, colleagues, and/or parents or use any public means, including social media and the internet, to express, disseminate, or publish their concerns or dissent. If a faculty or staff member can no longer publically support Church teaching or practice, and finds it impossible to not share his/her personal dissent or objections with Church teaching with students, colleagues, and/or parents, this employee then does not support the school's primary mission and philosophy and is not eligible for continued employment. Any violation of this policy would be a breach of the terms and conditions of employment in a Catholic school.

## **3270 CONTINUING FORMATION OF PERSONNEL**

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### **3271 SAFE ENVIRONMENT TRAINING FOR CREDENTIALLED PERSONNEL**

After gaining the "Certificate of Completion" for the Basic Safe Environment Training Course, employees must renew their Safe Environment training during each diocesan renewal training cycle.

### **3272 FACULTY IN-SERVICE**

Prior to each school year, the principal will conduct a faculty orientation for all on-site personnel.

Well-planned faculty meetings are vital to professional growth, the implementation of policies, the instructional program, and faculty relationships. These meetings are normally to be held monthly, or more often if necessary. The school day may be shortened in accordance with the regulations governing early dismissal. In addition to the "required number of school days in session" all school calendars shall include at least two additional teacher-in-service days.

### **3273 TEACHER EVALUATION**

The Office of Catholic Education shall maintain and regularly review a system-wide program for evaluating a teacher's classroom performance (See PGB).

The purposes of the teacher evaluation required in diocesan schools are as follows:

- A. To assure support for the goals of Catholic education and of the school program.
- B. To assist in the professional growth of the teacher.
- C. To improve the instructional program.
- D. To identify and retain effective teachers.

### **3274 COMMITMENT TO THE MISSION AND PHILOSOPHY OF A CATHOLIC SCHOOL**

The Catholic schools of the Diocese are committed to the on-going personal and spiritual growth of its faculty and staff members. The school administration shall continuously set aside quality time to discuss the school's and diocese's mission and philosophy statements (see policies 1110 and 1200).

The goal of this focus time is to assist the faculty and staff to know, understand, and accept the school's and diocese's mission and philosophy and implement them.

### **3280 TEMPORARY AND PART-TIME PERSONNEL**

At times schools may need the services of temporary and/or part-time personnel. These employees receive their assignments from the principal.

### **3281 SUBSTITUTE TEACHERS**

Whenever the regular teacher is absent, the principal, in order to assure the continuity of the instructional program, will secure the services of a qualified adult substitute. The regular classroom teacher will provide a readily accessible file for substitute use which includes current and complete plans, activities, and information which can be accurately and easily followed by personnel assigned to the class.

#### **3281.1 QUALIFICATIONS**

Long-term substitutes, as well as short-term and part-time teachers must have a Bachelor's Degree and have passed the Fingerprint Clearance.

#### **3281.2 DOCUMENTS VERIFICATION**

All temporary and part-time staff must be registered with the Office of Catholic Education. The procedures for hiring full-time teachers are also applicable to these teachers.

#### **3281.3 CONTRACTS FOR LONG-TERM AND SHORT-TERM SUBSTITUTES**

Day-to-day substitutes do not serve under contract; however, at the beginning of employment such a teacher should be informed concerning salary arrangements and, if possible, the probable duration of employment.

Other temporary teachers shall be employed according to the terms of the diocesan Offer of Contract. They shall serve for a period of time not longer than the current school year, subject to the discretion of the principal to terminate their services upon five days written notice.

Part-time teachers shall be employed according to the terms of the diocesan Offer of Contract, provided they work enough hours each month to qualify under the California Labor Law statutes for exempt employees, which is twice the hourly minimum wage.

### **3290 CONTRACTS**

Teaching contracts between the Diocese of Fresno Education Corporation (hereinafter "DOFEC") and elementary school teachers shall be executed by the teacher, the principal of the school, the Pastor of the Church, and the Superintendent of Catholic Schools in the Diocese of Fresno (hereinafter "Superintendent"). Teaching contracts between DOFEC and high school teachers shall be executed by the teacher, principal of the high school, and the Superintendent.

#### **3291 TERM OF TEACHER CONTRACT**

The term of all elementary and secondary teacher contracts shall be 185 days and the contract salary shall be paid over ten months commencing normally on August 1<sup>ST</sup> and continuing until May 31<sup>ST</sup> of the following year. The Diocese of Fresno utilizes a semi-monthly pay cycle. Paydays are the 15<sup>th</sup> and the last workday of the month. The Employee has the option of receiving their paychecks by direct deposit by the Diocese of Fresno in a financial institution of the Employee's choice, which accepts direct deposits. If the Employee declines or fails to designate, at the time of employment, a financial institution to receive deposit of their paychecks, the Employee shall receive a "live" paycheck at his/her worksite.

The teacher shall be given a letter of intent not later than March 15 asking for their intent to return or not for the coming year. A teacher receiving a contract for the coming school year shall receive the contract no later than April 1. If the teacher fails to sign and return this contract within 15 calendar days following the tendering of the contract to the teacher by the principal, it shall be presumed that the teacher is not returning to the position and the principal shall proceed accordingly.

It shall be the responsibility of each teacher to be aware of and understand all terms of the proposed teacher contract between DOFEC and him or her prior to executing such contract. A faculty handbook shall be given to each teacher at those schools in which a faculty handbook has been promulgated.

Written contracts shall not be offered to day-to-day or substitute teachers.

#### **3292 TEACHER INTRODUCTORY PERIOD STATUS**

All new teachers in a school shall be required to serve a one-year introductory period. The introductory period status will be noted on the face page of each contract.

At the end of the first semester and at the end of the introductory period, the school principal will complete the "Teacher Evaluation Form". A copy of each evaluation shall be forwarded to the Superintendent.

At the end of the introductory period, one of the following actions shall be taken with a teacher with an introductory period contract:

- A. The teacher may be offered a contract for the next school year on a non-introductory, regular basis;
- B. The teacher may be offered a continued introductory period contract for the next school year; or
- C. The teacher may not be offered a contract for the next school year (see policy 3293)

The Employee understands and agrees that his/her employment with the Diocese is "at-will" and can be terminated by the Employee or the Diocese at any time, with or without cause and with or without notice. Nothing in this contract or in any Diocese policy, rule, procedure, or administrative order shall limit the right to terminate employment "at-will". Furthermore, no tenure is provided by the school or the Diocese in this contract. This is the entire agreement between the Employee and the Diocese with respect to "at-will" employment.

#### **3293 CONTRACT OFFER FOR THE NEXT SCHOOL YEAR**

If the school's enrollment, class sizes, curriculum, and available program funding is sufficient and/or if the certified employee's performance meets the requirements of his/her contract and the performance expectations of the Pastor (Rector) and principal, the certified employee may be offered a one-year contract.

The teacher shall be given a letter of intent not later than April 1<sup>st</sup> by the principal asking the employee whether or not he or she intends to return for the next school year. A teacher who then is offered a contract for the coming school year has 15 consecutive days to accept or reject the contract. If the employee fails to accept the offer of employment within the 15 days, it shall be presumed that the certified employee has declined the offer of a contract for the coming school year.

Nothing herein shall imply that cause is necessary for not offering a contract of employment because either the school or the certified employee has the right to decline an offer of a contract of employment for any reason or no reason.

### **3294 REDUCTION OR ELIMINATION OF A CERTIFIED EMPLOYMENT POSITION**

The decision to reduce or eliminate an employment position during a contract year shall rest solely with the principal with the concurrence of the Pastor (Rector), the Superintendent, and the Director of Human Resources (See policy 3295.4). Factors that may influence the principal's decision to reduce or eliminate an employment position include but are not limited to: enrollment, class size, curriculum, and availability of program funding. This policy does not apply to a school's decision to not offer a contract for the upcoming school year (see policy 3293).

The principal shall use the following criteria in deciding which staff member shall be reduced or eliminated during a contact year. These criteria are not given in any particular order:

- A. The quality of the person's performance as related to the contribution of the person to the school's philosophy and essential academic, spiritual, community, and fiscal goals and objectives;
- B. The academic and experiential qualifications of the person that allow for academic and extracurricular assignment; and

### **3295 DISMISSAL**

An employee may be dismissed for cause at any time during the period of the contract between DOFEC and the employee (See policy 3292 and following).

#### **3295.1 IMMEDIATE TERMINATION**

An employee may be dismissed at any time, if in view of the gravity of the particular situation, the Pastor and principal of the school, the Superintendent, and the Director of Human Resources determine that continued employment of the employee is detrimental to the school, to the students, or to the employee him/herself.

Notification of such dismissal shall be sent by certified mail by the Principal, to the employee. The Pastor, the Superintendent, and the Director of Human Resources will also receive a copy. A copy of this letter will remain in the employees personnel file. Such notice of dismissal shall contain documentation related to the cause for dismissal.

#### **3295.2 EMPLOYEE PETITION TO RESIGN FROM CONTRACTED EMPLOYMENT**

After an employee has signed the Offer of Contract, both parties to the contract have a legal and professional obligation to fulfill it. A contracted employee shall not resign from employment during the term of the contract without gaining the written permission from the Diocese of Fresno Education Corporation to do so. Any employee who desires to resign from employment must petition the school's principal in writing not less than two (2) weeks prior to the desired resignation date. We may ask the employee to provide the reason for the resignation but may not require them to do so.

If the Diocese of Fresno Education Corporation grants the employee's petition, an addendum to the contract shall be given to the employee. This addendum must be signed by the employee, the school's Principal and Pastor (Rector), and the Superintendent of Catholic Education. This addendum shall state the mutually agreed last day of employment, the reason for the early termination of the contract (optional), the date and amount of the final paycheck, and the day all other employee benefits shall cease.

An employee who violates these provisions and unilaterally abandons his/her employment contract shall be considered as demonstrating unprofessional conduct and may be formally dismissed from employment for breach of contract (see policy 3295 entitled "Dismissal"). Documentation of same will be placed in the employee's personnel file in the Office of Catholic Education and may be reported to the California Credentialing Office.

#### **3295.3 CONTRACT PROCEDURES**

Decisions regarding offering or not offering a contract for the next school year, suspension, dismissal, and termination of employees shall be made as follows:

- A. For elementary school employees: the principal of the elementary school shall make the decision with the concurrence of the Pastor of the school, the Superintendent, and the Director of Human Resources.

- B. For high school employees: the principal shall make the decision with the concurrence of the Rector of the school, the Superintendent, and the Director of Human Resources;
- C. Any employee aggrieved by a decision relating to offering or not offering a contract for the next school year, termination, suspension, probation, or dismissal shall have the right to invoke the due process

procedures set forth in policy 3297 of this Administrative Handbook.

#### **3295.4 DETERMINATION OF EARLY TERMINATION PAY**

If a school has to close for any reason, or if a class, schedule, or program in which the teacher is teaching is terminated or consolidated, the teacher's contract ends on the actual date of the closure, termination or consolidation, and the teacher shall be entitled to no further benefits under his or her contract, except that upon early termination as described in this paragraph, the teacher shall receive one month additional compensation beyond any prorated compensation to the date of termination and received benefits through the end of the month that employee is terminated.

#### **3296 DISCIPLINARY ACTION**

Whenever an employee has a performance or conduct problem, the school may take disciplinary action. Disciplinary actions include Oral Reprimand (see policy 3296.1), Written Reprimand (see policy 3296.2), Disciplinary Suspension (see policy 3292.3), Disciplinary Probation (see policy 3296.4), Dismissal (see policy 3295), or other actions deemed appropriate by the school at its sole discretion.

Appeal of Disciplinary Action: An employee may appeal a Disciplinary Suspension, Disciplinary Probation, or Dismissal according to the terms of the "Employee Due Process Procedure" (see policy 3297).

##### **3296.1 ORAL REPRIMAND**

An oral reprimand is a formal discussion with an employee about a performance or conduct problem. It is recommended that the principal or other administrative officer summarize the oral reprimand in writing and keep it for further reference.

##### **3296.2 WRITTEN REPRIMAND**

A written reprimand is a document presented to an employee regarding a performance or conduct problem. A copy of the reprimand shall be filed in the employee's personnel file. Within five (5) working days following receipt of the written reprimand, the employee shall be permitted to file a written response, the original being submitted to the school administrator and a copy filed in the employee's personnel file.

##### **3296.3 DISCIPLINARY SUSPENSION**

After conducting a formal investigation of the employee's performance or disciplinary problem, the school may decide to impose a Disciplinary Suspension. A Disciplinary Suspension is an involuntary absence from all employment responsibility without pay. This suspension must be presented to the employee in writing and must explain the reasons for imposing the unpaid suspension. An exempt employee must be paid for any workweek during which they work. Therefore, a disciplinary suspension should be for at least the entire workweek.

##### **3296.4 DISCIPLINARY PROBATION**

An employee may be placed on disciplinary probation for not meeting the performance standards or expectations of either the diocese or the school. To place an employee on disciplinary probation, the school shall complete the following procedures:

- A. Before disciplinary probation is given, a conference with the employee and the principal shall be held.
- B. After the conference and if disciplinary probation is judged necessary by the principal who has obtained the concurrence of the Pastor (Rector) of the school and the Superintendent, the employee shall be informed in writing of the reason for the disciplinary probation status, the length of the probation period, and the conditions under which the probation will be lifted.
- C. While on disciplinary probation, the employee's supervisor will provide the employee on-going performance review and guidance.
- D. A written record of the employee's disciplinary probation shall be kept for reference should more serious employment actions become necessary.



### **3296.5 ADMINISTRATIVE LEAVE**

When an employee is charged with or accused of committing an act that is unprofessional, immoral, illegal, contrary to diocesan educational policy, or at variance with Catholic doctrine or the moral precepts of the Catholic Church which, if true, would warrant Disciplinary Suspension, Probation, or Dismissal, the school administrator and pastor (rector) should immediately place the employee on "Paid Administrative Leave" pending the conclusion of the investigation and the resolution of the charge to the satisfaction of the school administrator and pastor (rector) and in consultation with the Superintendent of Schools and the Director of Human Resources.

### **3297 EMPLOYEE DUE PROCESS PROCEDURE**

A. **PURPOSE:** The purpose of this procedure is to secure, a just and equitable resolution of all employee grievances. All parties involved in a grievance are expected to manifest good faith in their efforts to resolve disputes by maintaining an atmosphere of mutual understanding, confidentiality, and Christian charity.

#### **B. DEFINITIONS:**

1. **Employee:** An Employee is any person on the payroll of a Catholic school operated by the Diocese of Fresno Education Corporation.
2. **Grievance:** A grievance is defined as a claim by an Employee alleging action by the school in violation of:
  - a. A published diocesan or local school policy or procedure;
  - b. The written terms and conditions of the employment agreement; and/or
  - c. Provisions of federal, state, and/or local law that are applicable to Catholic schools.

A grievance shall not be a question regarding an interpretation whether the lifestyle, personal time activity, or professional conduct of the Employee is at variance with Catholic doctrine or the moral precepts of the Catholic Church. All parties agree that the interpretation whether the lifestyle, personal time activities, or professional conduct of the Employee is at variance with Catholic doctrine or the moral precepts of the Catholic Church shall be determined solely and finally by the Bishop of the Diocese of Fresno and his authorized delegates.

3. **Respondent:** The Respondent is the authorized representative(s) of the school.
4. **Superintendent:** The Superintendent is the diocesan Superintendent of Catholic Schools. The Superintendent may authorize a delegate to fulfill all or part of the duties assigned to the Superintendent throughout the due process procedure.
5. **Day:** A day shall be deemed Monday through Friday excluding federal postal holidays.
6. **Time Limits and Withdrawal of Grievance:** Failure by the Employee to comply with the time limits set forth in this due process procedure and/or failure to comply with the other terms of this due process procedure shall result in the grievance being deemed permanently withdrawn and having been settled on the basis of the last response given by the Respondent. The time limits and other provisions of the grievance procedure may be extended or altered by mutual written agreement of the Employee, Respondent, and Superintendent. A grievance not answered by the Respondent within the time limit of the appropriate level may be advanced to the next higher level by the Employee.
7. **Due Process Procedure (Grievance Procedure):** This procedure is the sole and exclusive final remedy to any and all grievances arising out of or related to employment.

C. **GRIEVANCE LEVELS:** An Employee having a grievance as defined above shall present the grievance as follows:

**Level One:** When an Employee knows or suspects that a grievance exists, the Employee shall confidentially:

1. Meet with the appropriate school Respondent;
2. Declare that he/she is presenting a grievance according to policy 3297;
3. Describe the incident that caused the grievance;
4. Identify what policy, procedure, employment agreement, or law was violated;
5. Describe how this grievance can be best resolved; and
6. Attempt to mutually resolve the grievance.

Within five (5) days after the oral presentation of the grievance, the Respondent shall orally respond to the Employee.

**Level Two:** If a mutually agreeable resolution to the grievance is not achieved at Level One, the Employee shall have five (5) days from the oral response of the Respondent or five (5) days from when the oral response from the Respondent was due to submit a written appeal to the Respondent and the school's Pastor (Rector for diocesan high schools). This written appeal shall be submitted using the "Diocese of Fresno, Grievance Petition" form. Within five (5) days after receiving the "Grievance Petition" form, the Respondent and Pastor/Rector shall provide the Employee a written response.

**Level Three:** If a mutually agreeable resolution to the grievance is not achieved at Level Two, the Employee shall have ten (10) days from receipt of the written response of the Respondent and Pastor/Rector or within ten (10) days from the date the written response was to be provided to submit a written appeal to the Superintendent. This written appeal shall be mailed by registered mail to the Superintendent and shall include the following:

1. The dates all appropriate levels were satisfied;
2. The facts giving rise to the grievance in Level One;
3. The "Grievance Petition" form and, if applicable, the response provided by the Respondent and Pastor/Rector at Level Two;
4. The specific policy, procedure, agreement, or law alleged to have been violated;
5. Any relevant supporting documentation; and
6. The resolution desired.

Within ten (10) days after the Superintendent is in receipt of the written appeal that meets the criteria contained in this due process procedure, he/she shall:

1. Notify the Employee and the Respondent that a Level Three Grievance Procedure has been initiated;
2. Request that the Employee and/or Respondent submit to the Superintendent a written response to issues raised in the written appeal.
3. Appoint an impartial three (3) member Diocesan Reconciliation Committee whose responsibility shall be to:
  - a. Conduct a hearing to determine whether the actions of the Respondent or Employee are in accordance with diocesan or local school policy and procedures, the employment agreement, and/or federal, state, and local law; and
  - b. Make a written recommendation to the Superintendent on how to resolve the grievance.

The rules for conducting a Diocesan Reconciliation Committee hearing are available upon request from the Superintendent. Within ten (10) days from the date the Diocesan Reconciliation Committee hearing has been concluded, the Superintendent shall mail his/her written decision to all parties.

### **3310 CLASSIFIED PERSONNEL POLICIES**

The "Diocese of Fresno Classified Personnel Manual for Catholic Schools" (hereafter, CPM) as approved by the Bishop of the Diocese of Fresno contains the personnel policies for classified employees working in diocesan Catholic schools.

### **3311 PERSONNEL DOCUMENTS RETAINED FOR CLASSIFIED PERSONNEL**

As a condition of employment, the following classified employee's personnel documents shall be retained by the school with these documents kept in the employee's personnel file unless indicated below:

- A. Pre-employment Documents:
  1. The employee's application, references, forms, and/or other application documents (not released to employee);
  2. I-9 "Employment Eligibility Verification" (school file);
  3. Proof of freedom from TB (renewed every 4 years – medical file);
  4. Written notification from the Diocesan Fingerprint Clerk that the applicant's fingerprints have been successfully processed and cleared (See policies 3720 and following – school or personnel file); and
  5. Signed Safe Environment "Code of Conduct" (school or personnel file);
- B. Employment Documents:
  1. All job offer letters or letters of assignment or employment;
  2. An annually signed copy of the "Employee Responsibility Form" regarding child abuse reporting, harassment, and school safety;
  3. Current Safe Environment training "Certificate of Completion" (due before 60 days of hire – school

or personnel file);

4. Performance evaluations conducted at the school;
5. School generated letters of recommendation with accompanying "Release Authorization Form";
6. Records of absences, tardiness, personal days, leaves, safety, paid holidays, and vacations etc. (school or personnel file);
7. Health, injury, worker compensation, and other medical information (medical file);
8. Correspondence and records of a disciplinary nature; and
9. Any other documents as determined by the school administrator.

### **3320 EMPLOYMENT QUALIFICATIONS**

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#### **3321 FAITH COMMITMENT**

The effective Catholic school classified employee witnesses support of Catholic Gospel values and tradition.

#### **3322 FINGERPRINT CLEARANCE**

Before beginning work, classified employees must obtain fingerprint clearance as required by policies 3720, 3721, and 3722.

#### **3323 SAFE ENVIRONMENT CODE OF CONDUCT**

Before beginning work, classified employees must review and sign the Diocese of Fresno Safe Environment "Code of Conduct." Within 60 days of starting work, all employees must complete the two-hour Basic Safe Environment Training Course approved by the Diocese and obtain a "Certificate of Completion."

### **3330 EMPLOYEE RESPONSIBILITIES**

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#### **3331 REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT**

As a condition of employment, classified school employees will comply with the suspected child abuse reporting laws of the state of California (see PGB and Section 11166 of the California Penal Code). Any school employee who has knowledge of or observes a child in his/her professional capacity (or within the scope of his/her employment) whom he/she knows or reasonably suspects has been the victim of child abuse or neglect shall report immediately (or as soon as practically possible) by telephone the known or suspected instance of child abuse or neglect to a child protective agency. The employee shall also prepare and send a written report on DOJ form SS-8572 to the child protective agency within thirty-six (36) hours of receiving the information concerning the incident (See policy 4710 and CPM policy 410).

The employee shall report suspected child abuse or neglect to the school principal or delegate. If possible, the employee shall make the required telephone report with the principal and complete the mandatory written report with the principal.

School employees shall annually sign the "Diocese of Fresno Annual Employee Responsibility Form" certifying that they understand their responsibility to report suspected child abuse or neglect and that they will comply with this policy.

#### **3332 SAFE ENVIRONMENT TRAINING FOR CLASSIFIED PERSONNEL**

After gaining the "Certificate of Completion" for the Basic Safe Environment Training Course, classified employees must renew their Safe Environment training during each diocesan renewal training cycle.

### **3340 SUPERVISION AND EVALUATION**

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The supervision and evaluation of service rendered by non-teaching personnel is the responsibility of the principal. This evaluation should be based upon meeting the criteria outlined in the job descriptions for those positions. Some of this responsibility may be delegated to other employees, e.g., assistant principal, head custodians, grade or level chairpersons assigned to work with teacher aides.

#### **3341 RENEWAL/TERMINATION OF EMPLOYMENT**

Decisions concerning termination or re-employment for non-teaching personnel are the responsibility of the principal after appropriate consultation with the Pastor, the Superintendent, and the Director of Human Resources.

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**3400 VOLUNTEER PERSONNEL**

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**3410 VOLUNTEER POLICIES**

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The president and/or principal or his/her designee is responsible for the recruitment, selection, orientation, in-service, and supervision of all school volunteers. The service of a volunteer may be discontinued at any time as determined only by the president or principal who will notify the Pastor (Rector). The orientation of all volunteers shall include a review of the school's Safe Environment program and its safety rules and procedures.

Volunteers whose work assignment brings them into contact with students (e.g. classroom aide, sports and extracurricular activity coordinator or assistant, office assistant, lunch room, playground, or traffic safety

supervisor, etc.) shall be fingerprint cleared as required by policy 3725 and periodically monitored by a school employee.

**3420 PERSONNEL DOCUMENTS REQUIRED FOR VOLUNTEERS**

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As a condition for school volunteer status, the following volunteer personnel documents shall be retained by the school:

- A. Basic information and data on the volunteer (e.g. parent school registration information, an application form, or resume);
- B. For those volunteers required to be fingerprint cleared by policy 3725, written notification from the Diocesan Fingerprint Clerk that the volunteer's fingerprints have been successfully processed and cleared;
- C. Signed Safe Environment "Code of Conduct" and within 60 days of beginning service current Safe Environment training "Certificate of Completion";
- D. School generated letters of recommendation with accompanying "Release Authorization Form" (See policy 3245);
- E. Health, injury, and other medical information related to a volunteer's service to the school;
- F. Correspondence and records of a disciplinary nature; and
- G. Any other documents as determined by the school administrator.

**3430 VOLUNTEER REQUIREMENTS**

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**3431 FINGERPRINT CLEARANCE**

Before beginning volunteer services, those volunteers that are mandated to be fingerprint cleared by policy 3725 must obtain fingerprint clearance.

**3432 SAFE ENVIRONMENT CODE OF CONDUCT**

Before beginning volunteer service, school volunteers, except those volunteers who are identified as having no student contact, must review and sign the Diocese of Fresno Safe Environment "Code of Conduct." Within 60 days of starting volunteer services, these volunteers must complete the two-hour Basic Safe Environment Training Course approved by the Diocese and obtain a "Certificate of Completion."

**3433 SAFE ENVIRONMENT TRAINING FOR SCHOOL VOLUNTEERS**

After gaining the "Certificate of Completion" for the Basic Safe Environment Training Course, all school volunteers, except those volunteers who are identified as having no student contact, must renew their Safe Environment training during each diocesan renewal training cycle.

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**3500 EMPLOYEE COMPENSATION AND RELATED BENEFITS**

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**3510 COMPENSATION**

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**3511 RELIGIOUS PERSONNEL**

The stipends and fringe benefits for religious personnel acting in administrative, teaching or other capacities in parochial or diocesan schools will be set by the Bishop of the Diocese of Fresno in consultation with the California Catholic Conference of Bishops.

For the purpose of residence, remuneration, and insurance, all religious school personnel will be considered as employed by the parish on the first day of September of the year in which they are assigned. Normally the assignment will be considered as continuing for twelve months, in spite of the fact that the religious may actually be absent from the school for part of the summer.

### **3512 FULL-TIME LAY TEACHERS**

Teachers shall be paid the salaries approved by the Diocese (for elementary teachers, see the "Lay Elementary Teachers Salary Program and Procedures" in the PGB). Teachers may receive additional compensation for specifically identified school responsibilities other than teaching.

### **3513 PART-TIME LAY TEACHERS**

Part-time teachers shall be paid on an hourly basis for the number of hours a day they teach. The terms and conditions of their employment shall be set forth in an Offer Letter of Employment.

### **3514 SUBSTITUTE TEACHERS**

Each school shall determine whether it shall adopt the recommended diocesan salary scale for substitute teachers (See PGB).

## **3520 BENEFITS AND ELIGIBILITY**

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### **3521.1 HEALTH INSURANCE BENEFIT**

Basic Insurance Coverage: Full-time school employees who qualify for health insurance as determined by the provisions of the diocesan plan may elect single only medical, vision, and dental insurance coverage at no charge to the employee. Employees who elect employee and spouse, or family medical, vision and dental insurance coverage will pay a diocesan determined cost on a pre-tax basis.

Premium Insurance Coverage: Full-time school employees who qualify for health insurance as determined by the provisions of the diocesan plan may elect single, employee and spouse, or family medical, vision, and dental insurance coverage at a diocesan determined cost to the employee on a pre-tax basis.

Employee Cost: While benefited employees will be responsible for a portion of the cost of their coverage on a pre-tax basis as determined by the Diocese, no employee shall be requested to pay any additional amount to the school for any portion of the school's allocated costs.

### **3521.2 RETIREMENT BENEFIT**

Full-time school employees who qualify for the retirement program as determined by the provisions of the diocesan plan shall be enrolled in the program.

### **3521.3 SOCIAL SECURITY BENEFIT**

All school employees shall participate in the federal social security program. Both the employer and employee shall contribute to the program as required by law.

### **3521.4 LIFE INSURANCE BENEFIT**

Full-time school employees who qualify for life insurance as determined by the provisions of the diocesan plan shall be offered life insurance.

### **3521.5 DISABILITY INSURANCE BENEFIT**

Full-time school employees who qualify for long-term disability insurance plan as determined by the provisions of the diocesan plan shall be provided long-term disability insurance. Elementary school employees may elect to "buy up" or enhance the benefit formula for long-term disability insurance coverage as determined by the provisions of the diocesan plan by completing a registration form and authorize a payroll deduction. Secondary school employees already receive the maximum coverage available.

Full-time school employees are eligible to participate in the voluntary short-term disability insurance plan as determined by the provisions of the diocesan plan. Employees electing to participate in the diocesan voluntary short-term disability insurance plan must complete a registration form and authorize a payroll deduction.

### **3521.6 WORKER'S COMPENSATION BENEFIT**

All school employees shall participate in the Worker's Compensation program.

### **3521.7 CONTINUATION OF HEALTH INSURANCE AFTER EMPLOYMENT ENDS**

In consideration for the well being of its full-time employees whose employment has ended and their covered dependents, the Diocese of Fresno voluntarily provides its former full-time employees an opportunity to purchase and participate in a limited continuation of health, dental, and vision coverage in force at the time of the employee's departure from employment. The employee shall be responsible for the full cost of the premium plus any administrative fees associated with the continuation coverage plan. Continuation insurance is available for a limited period of time as determined by the provisions of the plan.

The employee is responsible to notify the Diocesan Director of Human Resources of any qualifying events if continuation of coverage is to be initiated.

### **3522 PART-TIME EMPLOYEE BENEFITS**

For classified personnel at all diocesan schools working less than 30 hours per week on a regular basis are considered for the basis of benefits to be working part-time.

### **3523 TEMPORARY EMPLOYEES BENEFITS**

A temporary employee is an employee hired either full-time or part-time for a specified limited period of time (e.g., to fill in for a sick employee, an employee on leave, to perform a specific short-term task, or to assist in heavy workload situations). Temporary employees are not eligible for diocesan employee benefits or pension except those benefits as required by law.

### **3524 BENEFITS NOT PROVIDED**

The Diocese of Fresno is exempt from and does not participate in certain benefit programs including but not limited to the following: State Unemployment Insurance, COBRA (see policy 3521.7), California State Disability Insurance (SDI) and California Paid Family Temporary Disability Leave Insurance (FTDL).

## **3600 LEAVES AND ABSENCES**

### **3610 NOTIFICATION OF ABSENCE**

There may be legitimate reasons for an employee's absence from work or being late for work. All school employees should protect their employment record by avoiding absences except in the case of strong or compelling reasons which are defined as real, substantial, or reasonable circumstances beyond the control of the employee.

All school employees who must be absent from work shall:

- A. As early as possible, promptly and directly notify the principal or designated delegate before the absence or as soon as possible, thereafter;
- B. Estimate the amount of time he/she shall be absent from work for the principal or designated delegate;
- C. Preferably before the absence or as soon as possible, meet with the principal to discuss the reason for this absence and seek the principal's permission for the absence; and
- D. Notify the principal or designated delegate every day of absence unless the principal approves other arrangements.

If the employee fails to report for his/her scheduled assignment without compelling reasons as determined by the principal, the employee shall be subject to disciplinary action including discharge.

If any employee fails to report to work or notify the principal about an absence for a period of three (3) working days, the school shall assume that the employee has abandoned the job and resigned his/her position.

The principal must keep accurate records of absences.

### **3611 FAMILY/SCHOOL PAID OR UNPAID LEAVE**

State law specifies that parents, grandparents having custody, and guardians shall be allowed to take up to 40 hours a school year of time off from work to participate in their children's activities at any Kindergarten through 12th grade school. This leave shall not exceed more than eight (8) hours per calendar month. A minimum of seven (7) calendar days of advanced notice is required. Employees shall first utilize accrued

personal leave (policy 3622), vacation time, compensatory time, or unpaid time off. The principal may request written documentation of attendance.

### **3615 ABSENCE OF PRINCIPAL**

If the principal must be absent from work, he/she shall promptly and directly notify the school's Pastor (Rector) or, in his absence, the Superintendent of Catholic Schools.

In the case of a principal's absence, the rights and responsibilities reserved to the principal in diocesan policies 3610 through 3640 are transferred to the school's Pastor (Rector) in consultation with the Superintendent of Catholic Schools.

### **3620 PAID LEAVES**

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#### **3621 PAID LEAVE FOR ILLNESS OR INJURY**

Use of Accrued Paid Leave for Illness, Injury, or Medical Care: The employee may use all or a portion of his or her accrued paid leave during the school year for:

- A. The personal illness, injury, or medical care of the employee;
- B. The birth of a child and to care for a new child; and
- C. The personal illness, injury, or medical care of a spouse, son, daughter, parent, grandparent, grandchild, or sibling of the employee,
- D. Time off as necessary if the employee is a victim of domestic violence, sexual abuse or stalking.

Definitions:

- A. "Spouse" means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides.
- B. "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined in (c) below. This term does not include parents "in law".
- C. "Child, son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability."

Accrual of Paid Leave for Illness, Injury, or Medical Care: Full-time employees shall accrue leave for illness, injury, or medical care with full pay at the rate of one (1) day per month to a maximum of ten (10) days during the school year. Each employee may accrue up to 30 days of paid leave; however, once an employee has earned 30 days of accrued leave, the employee will accrue no additional paid leave until he/she used some of the accrued leave. Accumulated leave for illness, injury, or medical care shall be transferred if an employee moves from one Catholic school to another Catholic school in the Diocese of Fresno. Since this paid leave is established to ensure an employee's income during illness, injury, or medical care, no payment of unused paid leave for illness or injury shall be given upon termination of employment.

Part-time Employee Accrual: Part-time and temporary employees will receive 24 hours of paid leave at the start of the school year or the beginning of employment (which ever applies). Employees may not use the paid leave until they have completed 90 days of employment.

Part-time employees who work the full calendar year will receive 24 hours of paid sick leave at the beginning of each calendar year. The employer needs to make sure that employees get notice of the paid sick leave policy, in writing, by July 1, 2015 or the start of the new school year for school-year employees. Also, pay stubs (or other written document received ever pay period) must show the amount of paid leave available to the employee.

Insufficient Accrued Paid Leave: In cases of major illness, injury, or medical care necessitating hospitalization, therapy, and/or convalescence beyond an employee's total days of accrued paid leave for illness, injury, or medical care, see policies 3631 and 3632.

#### **3621.1 CERTIFICATION OF ILLNESS, INJURY, OR MEDICAL CARE**

The principal may require from the employee medical certification by a licensed health care provider verifying the illness, injury, or medical care. See policy 3640 concerning medical certification necessary to return to work after an extended leave for illness, injury, or medical care.

### **3622 PAID PERSONAL LEAVE FOR FULL-TIME EMPLOYEES**

An employee may use all or a portion of his/her accrued Paid Personal Leave during the school year for personal reasons. Employees seeking to use their accrued Paid Personal Leave shall present to the principal a written request at least five days before the proposed leave. The principal may accept or deny the request at his/her sole discretion based on the staffing needs of the school. In case of an emergency, the principal may also waive the requirement for an advanced request.

#### Accrual Procedures:

- A. When an employee has accrued Paid Personal Leave up to the maximum annual accrual cap (see below), no additional Paid Personal Leave will be accrued until the employee has used and reduced his/her accrued Paid Personal Leave to under the annual accrual cap.
- B. Full-time employees, who have worked less than ten consecutive years at the same Catholic school in the Diocese of Fresno, shall accrue two (2) days of Paid Personal Leave each academic year up to a maximum annual accrual cap of three (3) days.
- C. Full-time employees, who have worked ten or more consecutive years at the same Catholic school in the Diocese of Fresno, shall accrue three (3) days of Paid Personal Leave each academic year up to a maximum annual accrual cap of four (4) days.

Payment of unused, accrued Paid Personal Leave shall be made upon termination of employment at the employee's regular salary rate at the time of termination.

### **3623 PAID LEAVE FOR BEREAVEMENT**

Every full-time employee is entitled to a paid leave of absence, not to exceed three (3) days because of the death of any member of his/her immediate family. For this policy, "immediate family" is defined as an employee's spouse, children, mother, father, brothers, or sisters.

Bereavement leave shall not affect the number of sick leave or personal leave days accrued by employees.

### **3624 PAID LEAVE FOR JURY DUTY**

The school shall grant up to five (5) days per year of paid leave of absence to any employee called to serve on jury duty. The employee is required to submit a written request for an approved absence as soon as the summons is received. This paid leave shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury duty excluding travel reimbursement.

### **3625 WITNESS DUTY**

An employee who is required by law to appear in court as a witness may take accrued paid personal time off (see policy 3532) or unpaid time off for such purposes provided he/she gives the Principal reasonable advance notice in writing.

If the reason to appear in court is job-related, the school shall pay the time off spent in court. In this case, the employee shall pay over to the school any compensation awarded by the court.

### **3630 UNPAID LEAVES**

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#### **3631 UNPAID LEAVE FOR EMPLOYEE ILLNESS OR INJURY**

Employees unable to work because of illness or injury, after having availed themselves of all accumulated paid sick leave, vacation days (if applicable), and F.M.L.A. leave (see policy 3632), may request in writing an unpaid medical leave of absence up to a period of thirty (30) calendar days within a school or contract year. Medical certification by a licensed health care provider must be submitted with the request for unpaid medical leave. Unpaid medical leave shall only be granted upon the written approval of the principal in consultation with the school's Pastor and the Superintendent of Catholic Schools. Unpaid medical leave shall not be granted beyond the end of a school or contract year.

Unpaid medical leave does not guarantee reemployment at the same or comparable position. See policy 3640 concerning medical certification necessary to return to work after medical leave. Employment will end if the employee fails to return to work at the end of the unpaid medical leave.

If the employee is unable to return to work at the end of the initial unpaid medical leave, the employee may



request in writing an additional unpaid medical leave up to a period of thirty (30) calendar days within the same school or contract year. Updated medical certification by a licensed health care provider must be provided with the request. Any extension of unpaid medical leave shall only be approved by the principal in consultation with the school's Pastor and the Superintendent of Catholic Schools.

Employees granted an unpaid medical leave are entitled to participate in the diocesan benefit plans during the period of this leave, except that (1) the employee shall not accrue any paid sick leave or vacation days during the unpaid medical leave and (2) in order to continue health benefit coverage after 90 days of unpaid medical leave, the employee, if eligible, must elect Continuation Coverage within 30 days of the Continuation Coverage notice date. The cost of Continuation coverage is 100% of the premium cost plus an administrative fee.

### **3632 UNPAID LEAVE AS PROVIDED BY LAW**

Federal and state law specifies that certain "eligible" employees shall be granted up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons. Reasons for taking this unpaid leave are:

- A. To care for the employee's child after birth, or placement for adoption or foster care;
- B. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition (as defined under the law); or
- C. For a serious health condition that makes the employee unable to perform the employee's job.

Employees who are disabled because of pregnancy, childbirth, or related medical conditions, if otherwise eligible, are entitled to take an unpaid leave up to four months.

All employees who desire such leave should request it in writing using the "Application Form for Unpaid Leave" available from the Office of Catholic Education. If possible, the employee shall provide at least 30 days advance notice when this leave is "foreseeable." For those employees seeking this leave for medical reasons for themselves, spouse, parent, or child, medical certification by a licensed health care provider is required.

This unpaid leave shall be granted in writing after review by the principal in consultation with the school's Pastor and the Superintendent of Catholic Schools to ensure eligibility for the unpaid leave and agreement by the employee to any conditions which may apply. Employees granted this leave are entitled to participate in the diocesan benefit plans during the period of this leave.

At the end of this leave within a contract year, the employee shall be restored to his/her original or equivalent position. See policy 3640 concerning medical certification (that the employee is able to work) necessary to return to work after a leave based on the employee's medical disability.

### **3633 GENERAL UNPAID LEAVES OF ABSENCE**

General Unpaid Leaves of Absence may be granted without pay, subject to the written approval of the principal in consultation with the school's Pastor and the Superintendent of Catholic Schools. Requests for such leaves may be made by full-time, non-introductory personnel only. Such requests are to be submitted in writing and, if approved, shall not be granted beyond the length of a school year nor employment contract. Participation in diocesan benefit plans is suspended during the period of such leave. A General Unpaid Leave of Absence does not guarantee reemployment.

### **3634 EMPLOYEE REIMBURSEMENT**

For an employee's absence from work not covered by paid time off, other than those paid and unpaid leaves mentioned above, the employee shall need to have the number of hours lost deducted from a pay period or across several pay periods depending on the wishes of the employee.

### **3640 MEDICAL CERTIFICATION OF FITNESS TO RETURN TO WORK**

If an employee is absent because of personal illness or injury for more than ten (10) working days, the principal shall request from the employee written notification from the employee's licensed health care provider stating that the employee is able to perform all the normal duties of the employee's position upon return.

<b>3700 MISCELLANEOUS</b>
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### **3710 HARASSMENT**

The Diocese of Fresno is committed to creating a school environment that fosters inclusion and is free from illegal harassment. The Catholic schools and licensed preschools of the Diocese of Fresno do not tolerate verbal, physical, visual, or electronic conduct that unlawfully harasses another employee, volunteer, or student. Illegal harassment may occur between employees, between employees and volunteers and/or students, between volunteers, between volunteers and students, or between students.

Discrimination: The Diocese prohibits unlawful harassment because of race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, age, or any other basis protected under federal, state, or local law (See policies 3211 and 4110).

Sexual Harassment: The Diocese specifically prohibits unlawful sexual harassment. Types of conduct which may constitute unlawful sexual harassment include, but are not limited to unwelcome sexual advances, requests for sexual favors, harassment due to sexual orientation, and/or other verbal, physical, or visual conduct of a sexual nature when any or all of the following occurs:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment, advancement, or participation in programs or activities;
- B. Submission to or rejection of such conduct by an employee, volunteer, or student is used as the basis for decisions affecting the employee, volunteer, or student;
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee, volunteer, or student's performance or creating what a reasonable person would consider an intimidating, hostile, or offensive working or learning environment.

Sexual harassment that involves a child may fall into the category of child abuse (see policy 4710 and PGB).

Violation of this policy will result in disciplinary action, up to and including the discharge or expulsion of the harassing person. Disciplinary action will also be taken against administrators and/or supervisors who are aware of harassment and fail to act to prevent or remedy this situation (see policy 3295ff).

### **3711 HARASSMENT PROCEDURES**

#### **A. Notification Of Suspected Illegal Harassment**

1. Any employee or volunteer who experiences or observes harassing behavior should:
  - a. When possible, confront the harasser and ask him/her to stop. The harasser may not realize that his/her behaviors are offensive. Sometimes a simple confrontation will end the situation.
  - b. Advise a school site supervisor, file an oral and written complaint or grievance with the school administrator, file an oral and written complaint with the Superintendent of Catholic Schools, or any combination of the above. Employees or volunteers should report observed harassment even though they were not the subject of the harassment.
2. Any student who experiences or observes harassing behavior should contact any school administrator, teacher, or counselor.

#### **B. School Response**

1. Upon receipt of a notification of suspected illegal harassment, the school administrator shall either promptly, thoroughly, and confidentially investigate the complaint and submit documentation of his/her investigation to the Superintendent of Catholic Schools or direct the complaint to the Superintendent for his/her response. The school administrator shall carefully follow the "Response Actions" listed below.
2. If the notification of suspected illegal harassment is directed towards the actions of the school administrator, the complaint shall be directed to the Superintendent.

#### **C. Diocesan Response**

Upon receipt of a notification of suspected illegal harassment, the Superintendent shall either promptly, thoroughly, and confidentially investigate the complaint and submit documentation of his/her investigation to the Vicar General of the Diocese of Fresno or direct the complaint to the Diocesan Sensitive Claim Team for its response.

#### **D. Response Actions**

All allegations of harassment shall be taken seriously and promptly investigated. If child abuse is suspected, the reporting requirements of state law shall be followed (see policy 4710 and PGB).

The local or diocesan investigating agent upon receiving notification of suspected illegal harassment shall take the following steps:

1. The investigating agent shall confer with the complainant in order to obtain a clear understanding of the complaint.
2. The complainant alleging harassment shall be asked to complete a formal, written complaint by the investigating agent.
3. The claim shall be investigated thoroughly by the investigating agent. The investigating agent shall meet with any person reasonably believed to have relevant knowledge concerning the complaint.
4. Confidentiality shall be maintained as much as possible.
5. The investigating agent shall meet with the charged party in order to obtain a response to the complaint.
6. The charged party shall be directed:
  - a. Not to communicate with the complainant with regard to any of the charges;
  - b. Not to associate with the complainant at any time without supervision until the complaint is resolved; and
  - c. Not to take any actions that may be interpreted to be retaliation.
7. If deemed appropriate, the investigating agent may suspend or place on administrative leave the alleged harasser during the course of the investigation in accordance with policies 3296ff.
8. During investigations of sexual harassment, at the request of any person interviewed, an adult of the same gender shall be present and conduct the interview.
9. Giving due and reasonable consideration of all factual information and the circumstances (including the nature of the complaint and the context in which the alleged conduct occurred), the investigating agent may:
  - a. Attempt to resolve the matter informally through conciliation;
  - b. Impose any disciplinary action deemed appropriate, up to and including termination of employment or volunteer service, or expulsion in accordance with policies 3295ff and 4900ff.
10. If harassment occurred, the investigating agent shall:
  - a. Take reasonable steps to protect the complainant and others from retaliation or further harassment;
  - b. Notify the complainant or, in the case of the harassment of a minor student, the parent or guardian of the minor student that disciplinary action has been imposed.

E. Dissemination of Policy

These harassment policies (policies 3710 and 3711) shall be displayed in a prominent place and circulated to all school programs and notice of these policies shall be incorporated in existing employee, volunteer, and student handbooks. All employees shall be instructed on these policies and shall be required to sign a statement that they have been instructed in their professional responsibilities regarding unlawful harassment. Age appropriate training on these harassment policies and on the prevention of unlawful harassment shall periodically be held for employees, volunteers, and students.

**3720 FINGERPRINT CLEARANCE**

All diocesan schools and licensed child care programs will comply with the fingerprinting requirements established by the State of California (see PGB).

**3721 FINGERPRINT CLEARANCE FOR APPLICANTS FOR SCHOOL EMPLOYMENT**

Catholic schools require all applicants for certified or classified employment to submit their fingerprints to the California Department of Justice (DOJ) for the purpose of obtaining a criminal record summary from the DOJ and the FBI. No school shall employ or offer employment to an applicant until receiving written notice from the Diocesan Fingerprint Clerk that the applicant's fingerprints have been successfully cleared by the DOJ. The Catholic schools of the Diocese of Fresno shall not employ any applicant who has been convicted or has been arrested pending final adjudication for a sex offense, crime of violence, or serious or violent felony as determined by the Superintendent of Catholic Schools in consultation with the hiring school principal.

All school employees must have a clear criminal record summary on record with the Diocese to qualify for and maintain eligibility for continued employment. This requirement is not applicable to a secondary school student working at the school he or she attends.

### **3722 EMPLOYEE CLEARANCE**

If any employee is convicted of a sex offense, controlled substance offense, crime of violence, or serious or violent felony, the employee shall be dismissed from employment.

### **3723 FINGERPRINT CLEARANCE FOR EMPLOYEES OF INDEPENDENT CONTRACTORS**

- A. Contractors for Certain School Services: If any non-school entity's employees are assigned to provide any of the following services which may involve contact with students, the entity or contractor must certify in writing to the school that all his/her employees have submitted fingerprints to the DOJ and have been successfully screened for employment by the DOJ. Services requiring fingerprint clearance are:
1. Schoolsite janitorial;
  2. Schoolsite administration and instructional personnel;
  3. Schoolsite security;
  4. Schoolsite grounds and landscape maintenance;
  5. Pupil transportation; and
  6. Schoolsite food-related.

This requirement is not applicable in an emergency or exceptional situation (such as when pupil health or safety is endangered or when repairs are needed to make the school's facilities safe and habitable). This requirement is also not applicable if the school has determined that the employees of the entity or independent contractor will have limited contact with students. In determining limited contact with students, the school shall consider the totality of circumstances, including factors such as length of time the contractors are on the school grounds, whether students will be in proximity with the site where contractors will be working, and whether the contractors will be working by themselves or with others. If the school has made this determination, the school shall take appropriate steps to protect the safety of any students who may encounter these employees.

- B. Contractors for Construction or Repair of School Facilities: If any non-school entity's employees assigned to construct or repair school facilities will have contact, other than limited contact, with students, the contractor must certify in writing to the school that all his/her employees have submitted fingerprints to the DOJ and have been successfully screened for employment by the DOJ, unless the school can ensure the safety of students by one or more of the following methods:
1. The installation of a physical barrier at the worksite to limit contact with students;
  2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whose fingerprints have been cleared by the DOJ;
  3. Surveillance of employees of the entity by a school employee.

### **3724 FINGERPRINT CLEARANCE FOR LICENSED CHILD CARE PROGRAMS**

Fingerprint Clearance by Community Care Licensing: All diocesan licensed child care programs shall require all program staff (both compensated employees and non-compensated volunteers) to show evidence of fingerprint clearance through Community Care Licensing prior to being present at the facility or to having any contact with children in the program. This requirement is not applicable to:

- A. Supervised non-facility personnel;
- B. Supervised recreational leaders and assistants;
- C. Certain staff from educational and placement agencies;
- D. Visiting relatives and friends of the person in care; and
- E. Volunteers who are relatives of the person in care.

Fingerprint Clearance by the Diocese of Fresno: Effective July 2010, besides being fingerprint cleared by Community Care Licensing, all employees of diocesan licensed child care programs shall be fingerprint cleared through the Diocese of Fresno before beginning employment at a diocesan child care program. Child care program volunteers shall also be fingerprint cleared through the Diocese of Fresno as required by diocesan policy 3725.

### **3725 FINGERPRINT CLEARANCE FOR SCHOOL VOLUNTEERS**

School volunteers are not mandated by law to be fingerprint cleared. The Diocese of Fresno requires all schools to fingerprint and clear certain volunteers with the following assigned responsibilities:

- A. All school volunteers who have unsupervised access to students. This includes unsupervised volunteers at school, at school-sponsored events, and on field trips (e.g. field trip drivers and chaperones);

- B. All classroom volunteers whether they are supervised or not;
- C. All volunteer coaches and assistant coaches, whether they are supervised or not, and;
- D. All overnight activity chaperones (see policy 5143).

For this diocesan volunteer policy, “unsupervised” is defined to mean that a volunteer is not directly supervised by a school employee at all times when the volunteer has contact with students.

### **3730 NO RIGHT OF PRIVACY OR CONFIDENTIALITY FOR ELECTRONIC SYSTEMS**

Catholic schools do not grant any employee or student any right of privacy or confidentiality regarding the use of all electronic mail or messaging systems (“E-mail Systems”), all computer systems (“Computer Systems”), to include but not be limited to desktop computers, laptop or tablet computers, PDAs, computer network, software programs and connections to the World Wide Web (“Internet”), and all telecommunications systems (“Telecom Systems”), including but not limited to telephone, intercom, voice mail, fax, pager, cell phone, photocopiers, and two-way radio telecommunications, while on campus or at a school-sponsored event or activity. This policy includes the use of all “Electronic Systems” (which is defined as but is not limited to any E-mail Systems, Computer Systems and Telecom Systems) whether owned or operated by the school, a school employee, or a student.

The school has the right to have access to and disclose in its discretion all information generated or created on, retrieved from, stored on, sent or received on, or otherwise communicated in any manner over employee-, student-, or school-owned Electronic Systems operated at school or at any school-sponsored activity. This policy shall be placed in employee and student handbooks.

### **3731 PROHIBITED USE OF ELECTRONICS SYSTEMS**

Catholic schools prohibit the use of all Electronic Systems (as defined in policy 3730) to create, generate, retrieve, receive or send any offensive information or any information contrary to the teachings or beliefs of the Catholic Church, including, but not by way of limitation, any information which contains items of an offensive sexual nature, racial slurs, derogatory gender-specific comments, or any other communications that are disrespectful or discriminatory towards a person’s age, sex, sexual orientation, marital status, religious or political beliefs, national origin, ancestry, disability or any characteristic protected by federal or California law. See policy 3710 and following. This policy shall be placed in employee and student handbooks.